

CITY OF FORT LAUDERDALE
UNSAFE STRUCTURES BOARD
THURSDAY, MARCH 20, 2014 AT 3:00 P.M.
1ST FLOOR COMMISSION CHAMBERS
CITY HALL

Cumulative
Attendance
10/13 through
9/14

Board Members

	Attendance	Present	Absent
Michael Weymouth, Chair	P	5	0
Joe Holland, Vice Chair	P	4	1
John Barranco	A	4	1
Joe Crognale	P	5	0
Pat Hale	P	5	0
Thornie Jarrett	P	5	0
Don Larson	P	4	1
John Phillips [arr. 3:05]	P	3	2
B. George Walker	P	3	2

City Staff

Lori Grossfeld, Board Secretary
Jeri Pryor, Code Enforcement Supervisor/Clerk
John Madden, Acting Building Official
Robert Masula, Building Inspector
Ginger Wald, Assistant Attorney
Jamie Opperlee, ProtoType Inc. Recording Clerk

Communication to the City Commission

None

Witnesses and Respondents

CE13121163: Cheryl Becker, neighbor; James Becker, neighbor;
Sandra Cecere, neighbor; Henry Bolz, bank attorney

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1. CE13121163	TRIBBLE INVESTMENTS	<u>2</u>
	5530 NE 26 AVE	
Disposition:	The Board took no action.	
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	For the Good of the City	<u>42</u>

The regular meeting of the Unsafe Structures Board convened at 3:00 p.m. in the 1st Floor Commission Chambers, City Hall, 100 North Andrews Avenue, Ft. Lauderdale, Florida.

All individuals giving testimony before the Board were sworn in.

Approval of meeting minutes

Motion made by Mr. Larson, seconded by Mr. Holland, to approve the minutes of the Board's February 2014 meeting. In a voice vote, motion passed unanimously.

Cases

1. Case: CE13121163

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TRIBBLE INVESTMENTS

5530 NE 26 AV

MS. PRYOR: This is a return hearing, old business

1 case, case number CE13121163, Inspector Robert Masula, the
2 case address 5530 Northeast 26 Ave., the owner is Tribble
3 Investments.

4 The notice of his hearing was posted on the
5 property on 3/17/14, advertised in Daily Business Review on
6 2/28/14 and 3/7/14 and service is noted on the agenda.

7 INSPECTOR MASULA: Good afternoon Board.

8 CHAIR WEYMOUTH: Good Afternoon.

9 INSPECTOR MASULA: Robert Masula, Building
10 Inspector for the City, updating the Board on case number CE
11 13121163 at 5530 Northeast 26 Avenue. I have had no contact
12 from the property owner, no contact from the bank and no
13 contact from any contractors in reference to this property or
14 case.

15 On Monday, March 17, 2014 I made a site visit to
16 the property for a posting. This was the first time I met
17 the people that live at the property and the first time that
18 I was granted access to the seawall and the wooden deck.

19 I have taken the following pictures this week. You
20 can see in the pictures the erosion of the soil under the
21 wood deck as it continues to get washed out with the incoming
22 and outgoing tide changes. The seawall appears to have
23 completely separated from the property and it appears it is
24 only in place supported by its own weight.

25 At this time, there has been no permit activity to

1 report. Also, the original Code case CE11110236, is still
2 open and active. The fines of fifty dollars a day started on
3 March 2, 2012 and at this time the fines on the property are
4 thirty-seven thousand four hundred dollars. This concludes
5 my update. Thank you.

6 CHAIR WEYMOUTH: Go ahead Joe.

7 MR. HOLLAND: Where do we stand with jurisdictions,
8 with the Corps of Engineers and City capabilities for
9 securing this structure? Any thoughts?

10 INSPECTOR MASULA: I unfortunately do not have any
11 information on that.

12 CHAIR WEYMOUTH: Anybody else have a question of
13 the Inspector before we hear from people that are here to
14 talk about it?

15 MR. JARRETT: I just have one.

16 CHAIR WEYMOUTH: Go ahead Thornie.

17 MR. JARRETT: I have a question. That picture
18 that's up right now, are those dolphins or were those the
19 dock piers?

20 MR. HOLLAND: Dock.

21 INSPECTOR MASULA: I believe that was the dock.

22 MR. HOLLAND: Yes.

23 MR. JARRETT: So, if that was the dock, is the dock
24 laying down in the water below there? Is it debris in the
25 waterway right now?

1 MR. LARSON: No, the dock [inaudible].

2 MS. HALE: No. [inaudible]

3 INSPECTOR MASULA: I didn't really see much signs
4 of the actual dock other than the pilings that you see.

5 MR. JARRETT: That's the deck we're looking at now;
6 that's on the backside of the seawall.

7 INSPECTOR MASULA: Yes. Yes.

8 MR. JARRETT: But let's go back to that picture
9 where those -- what I was thought was dolphins, because they
10 were -- they're right there.

11 MS. HALE: Yes.

12 MR. JARRETT: Now those are not dolphins those are
13 actually part of the deck piers?

14 INSPECTOR MASULA: I believe those --

15 MR. JARRETT: So therefore, the deck is laying in,
16 I mean, the dock is laying in the water there as debris right
17 now?

18 CHAIR WEYMOUTH: It washed away.

19 INSPECTOR MASULA: I honestly didn't --

20 MR. JARRETT: Oh, it might have washed away.

21 MS. HALE: Yes.

22 MR. JARRETT: Okay. So it's already created that
23 hazard then, right?

24 INSPECTOR MASULA: Yes.

25 CHAIR WEYMOUTH: Any other questions? Is there

1 anybody here that wants to speak? Please come up and -- I'm
2 sorry.

3 MS. WALD: That's fine.

4 CHAIR WEYMOUTH: Okay. So yes, if you would come
5 up and introduce yourself, put your name on record please.

6 MR. BECKER: Yes, my name's James Becker and I live
7 at 2750 Northeast 55 Street and I had testified before. To
8 answer that question, that dock is under the water and the
9 other part of it is floated down somewhere, it's gone. The
10 other night, I was speaking to a neighbor, of that people --
11 I don't know if they call, if we want to call them squatters
12 or whoever they are, because they don't own it -- he was over
13 there, he happens to know them, and he told me that you can
14 actually see the pool wall.

15 [Mr. Phillips arrived at 3:05]

16 So not only is the dock gone, the seawall's gone,
17 the deck is going, as you saw and now it's, the water is now
18 lapping up against the wall of the pool. So that's the next
19 thing that's going to happen that's --

20 He said to me -- and I don't know for a fact -- he
21 said he gives it two months before the pool goes in the
22 water. So we're concerned about that and also safety. And I
23 have a young lady with me, Sandra Cecere, that can like to
24 tell you what she's seen recently about people who are out
25 there walking on the dock, the pool or the half of the pool.

1 And it's a crime. Someone's going to get hurt folks. I mean
2 someone, we can't wait too much longer, so.

3 CHAIR WEYMOUTH: And we addressed, I remember
4 specifically addressing that at the last time we looked at
5 this case and she's welcome to come and testify to it.

6 MR. BECKER: Yes, yes, sure.

7 CHAIR WEYMOUTH: We're the Unsafe Structures.

8 MR. BECKER: Right, right.

9 CHAIR WEYMOUTH: Why this is not condemned and
10 boarded up and no, electricity pulled. We only have so much
11 authority.

12 MR. BECKER: No, I understand but I think as a City
13 agency and as the City Attorney here, there is a public
14 safety issue of people getting hurt. And I don't know if the
15 Fire Department's got to get involved, the Police Department
16 or, some board has got to say or go there and actually board
17 it up because it is a safety issue, and that's all I can say.

18 Now that's up to you folks and the City to do
19 something about it. And to me it's going to happen folks,
20 and then the pool is going to go in and then the hundred
21 homeowners down the canal are not going to be able to get out
22 of that canal and get to the Intracoastal, and then they're
23 going to be doing circles all in the area so there's a
24 problem, and --

25 CHAIR WEYMOUTH: Can you refresh my memory? Do you

1 know if this property is for sale?

2 MS. HALE: No.

3 CHAIR WEYMOUTH: I know it's in foreclosure.

4 MR. BECKER: No. It, what happened was, there was
5 a couple who were getting divorced. The couple -- and I'm
6 sure Mr. Bolz will testify to this -- they were getting
7 divorced, they left the property because they didn't want to
8 pay it anymore, I guess, that's what happens in foreclosure.

9 CHAIR WEYMOUTH: Got caught up in a --

10 MR. BECKER: They left, and this guy Tribble came
11 along --

12 CHAIR WEYMOUTH: I remember now.

13 MR. BECKER: -- got a hold of a phony deed, sold it
14 to the people who are in there now and took the deed and
15 registered it with the County and the -- let me see if I can
16 get my story straight -- registered with the County and then
17 sold it to people on the Internet on Craig's List, these
18 people that are in there now. And he sold it to them without
19 a title search, without an attorney and these people moved
20 in.

21 And they put a few dollars into the house and fixed
22 it up and the people came back to get their property and they
23 said, they knocked on the door and they said, who are you?
24 Well, who are you? We own it, no, you don't own it.

25 And then we found out that this Tribble and Mary

1 Chavez, who are in the Martin County Jail now for eight
2 million dollars have defrauded fifty, fifty homeowners from
3 Jupiter all the way down to Miami, and this is one of the
4 properties here in Fort Lauderdale.

5 And, so, I don't know what the legal term, if these
6 people are called squatters or they bought it, for some
7 reason but they're in there and they think they got a deed
8 and I don't think the bank thinks they have a deed. And I
9 don't think the -- well, I don't know, I'm not an attorney.
10 But it's a mess.

11 CHAIR WEYMOUTH: Okay.

12 MR. BECKER: But all I know, it's a safety problem.
13 Because whoever owns it or doesn't own it, people are in
14 there that are going to get hurt one of these days.

15 CHAIR WEYMOUTH: I don't think anybody's
16 challenging that.

17 MR. BECKER: Okay. That's kind of where I'm coming
18 from on that.

19 CHAIR WEYMOUTH: Thank you. Thank you.

20 MR. BECKER: Okay, I don't know if you want to --

21 CHAIR WEYMOUTH: Sure, if she'd like to make a
22 statement. But before she does I just wanted to do a couple
23 things real quick. If the record will reflect that Jack
24 Phillips has joined us. Also, how did we dispense of this
25 case? We granted a demolition permit, right?

1 MS. WALD: No.

2 MR. LARSON: No.

3 MS. HALE: No.

4 MS. WALD: Ginger Wald, Assistant City Attorney.

5 No. Your final order that was entered in this case is you
6 order the property owner to repair or make safe the structure
7 within thirty days, that we order the City to repair and/or
8 make safe the structure should the property owner fail to
9 timely repair and/or make safe. Such repair and/or safety
10 measure is to be accomplished by a licensed contractor
11 pursuant to a City issued permit.

12 CHAIR WEYMOUTH: Okay. Thank you.

13 MS. WALD: You're welcome.

14 CHAIR WEYMOUTH: Alright ma'am. If you'd like to
15 speak, come on up.

16 MS. CECERE: Sandra Cecere, hi. Yes, I'm, I have a
17 perfect view to the house and I just, lately, we've been
18 remodeling our home for a year now. But I still see a lot of
19 activity. Now there's rowers and boaters, it's the same
20 thing. But the wall seems to have gotten a little bit worse.
21 And then I just saw someone the other day -- I don't know if
22 they were hanging on the deck or -- it was a man -- and I
23 said, oh my God, what's going to happen to this guy. But,
24 yes, it's just very unsafe. That's it, same thing. Just
25 wanted to reiterate that.

1 CHAIR WEYMOUTH: Very good.

2 MS. CECERE: And that's pretty much it.

3 CHAIR WEYMOUTH: Duly noted. Thank you ma'am.

4 MS. CECERE: Yes, thanks.

5 CHAIR WEYMOUTH: Sir?

6 MR. BOLZ: Good afternoon Board members. Henry
7 Bolz with Akerman LLP, I represent Citi Mortgage, Inc., who
8 holds the loan is the foreclosing plaintiff on the property
9 in this matter.

10 I can tell you where we've come from the time we
11 last met two months ago. Since then we have petitioned the
12 court for an order granting us access to inspect and repair.
13 We've been granted that order. We have that order now so
14 that my client as well as any of their inspectors or agents
15 can go in there, inspect and repair. That's able to do that
16 now outside of any interference from the property owner or
17 the tenants who are in there.

18 The foreclosure proceeding is going forward.
19 There's an amended complaint that's going to be filed very
20 shortly and then it's just a matter of striking out the
21 fraudulent interests that Mr. Becker spoke to briefly in that
22 case, which complicates a little bit. But then moving on to
23 judgment and presumably taking ownership from there.

24 We have sent inspectors out to the property
25 pursuant to that access order. The inspectors have been out

1 there, they've taken a look. They've figured out what needs
2 to be done on the permitting end as far as they can see it
3 and have actually gone so far as to receive bids to do the
4 repair.

5 Now, where we've run into a bit of a brick wall is
6 on the insurance end. Eventually, our client needs to make a
7 business decision as to whether they want to pay the money to
8 make the repair and whether that makes sense in terms of the
9 property value keeping in mind that we don't own this
10 property at the moment.

11 So we've got to make that business decision. But
12 before that business decision can be made they need to know
13 where insurance coverage stands. And the claim has been made
14 to the insurance company but unfortunately we're kind of at
15 their mercy on their determination of coverage and what the
16 timing is on that end.

17 So that's where we are as the bank. This is, as I
18 said, I think at the last hearing, this is a high loan. I
19 think the outstanding amount is, if not north of a million
20 dollars at this point it's close to it. I think it was a
21 seven hundred and fifteen, seven hundred and sixteen thousand
22 dollar loan originally. So we do have an interest in
23 preserving this property and we do want to do that. But
24 unfortunately our hands are tied to an extent as we are not
25 the owners here. And that's about all I have to say in terms

1 of a statement. Happy to answer any questions.

2 MR. HOLLAND: Did insurance -- whose insurance were
3 you referring to?

4 MR. BOLZ: It would be, it's the lender's insurance
5 in place on the property. Right.

6 CHAIR WEYMOUTH: Any other questions?

7 MR. LARSON: I have one. If the lender's insurance
8 is placed on the property and the homeowner didn't pay his
9 mortgage, who's paying the insurance premium?

10 MR. BOLZ: The insurance payment is being paid by
11 my client now, by Citi Mortgage Inc., yes.

12 MR. LARSON: Okay. Thank you.

13 MR. BOLZ: As well as taxes.

14 MR. LARSON: Okay.

15 MR. PHILLIPS: I sense a little equivocation
16 however, as to whether or not your business decision means do
17 we want to spend good money after bad. So the bank certainly
18 has enough funds to fix this without insurance.

19 MR. BOLZ: That's probably a reasonable conclusion,
20 sure.

21 MR. PHILLIPS: So, the equivocation of well, we've
22 got to make a business decision, that's like, we're not going
23 to make any decision. Meanwhile it still deteriorates. You
24 know, you amended the complaint probably to what, substitute
25 in a new owner of the loan or a new investor or?

1 MR. BOLZ: No, it was nothing along those lines.
2 This actually goes back to the Tribble issue, this Tribble
3 Investments entity.

4 MR. PHILLIPS: Okay, so you added --

5 MR. BOLZ: They got their interest in, I think,
6 right before our lis pendens, so --

7 MR. PHILLIPS: Alright, so you --

8 MR. BOLZ: We just need to make sure they're
9 included in the --

10 MR. PHILLIPS: -- you added other inferior
11 interests, which will wipe out and give you clear title.

12 MR. BOLZ: Correct.

13 MR. PHILLIPS: And then you come back here and deal
14 with us directly as the owner.

15 MR. BOLZ: Potentially, but --

16 MR. PHILLIPS: Have the other defendants been
17 defaulted, you're just adding two more inferior interests
18 which after twenty days you can set for trial?

19 MR. BOLZ: I'm not sure about the status of the
20 default; I can't speak to that right now. I'd have to look
21 at the docket. I could, I could get you that answer in no
22 time, but --

23 MR. PHILLIPS: Well --

24 MR. BOLZ: It's, from the way it looks, there's
25 been nothing contested on file, I can tell you that. And

1 it's going to be, it's being pushed forward to the conclusion
2 once it's cleaned up, yes.

3 MR. PHILLIPS: Realistically, realistically, if
4 defaults have been entered, I mean, -- Ginger, you have the
5 docket from the clerk?

6 MS. WALD: I'm looking to see if I have it.

7 MR. PHILLIPS: Yes, maybe we can pull up the docket
8 online and we'll see if all the defendants have been
9 defaulted except for the new quitclaim deedees. Deedees?
10 Deedees.

11 It should be within twenty days you can get another
12 default and then without even going for summary judgment
13 which is forty-five day delay --

14 MR. BOLZ: Yes.

15 MR. PHILLIPS: -- there might be publication. I
16 mean, I would have appreciated your coming back here with
17 basically a litigation status as to what it's going to take
18 to get a final judgment. If you told this Board that, you
19 know what, we're not going to go for summary judgment we're
20 going to just, twenty-first day we're going to default, then
21 we'll get on the trial docket and we anticipate coming back
22 here in sixty days with a final judgment of foreclosure with
23 an immediate sale date.

24 To me, that would be a little bit more comforting
25 than this, well, we're going to make a business decision.

1 MR. BOLZ: Right, but you have to --

2 MR. PHILLIPS: You and I both know --

3 MR. BOLZ: Yes.

4 MR. PHILLIPS: -- if the bank wants a judgment on
5 this, particularly with the premiere law firm that you're a
6 member of, you can get this done fast.

7 MR. BOLZ: And I can tell you that we are, I don't,
8 I'm not at liberty to discuss the specific litigation
9 strategies being used in this, especially in a public forum,
10 as you can understand I'm sure. But we are pressing this
11 toward judgment as fast as possible. I can also tell you my
12 firm is not directly handling the foreclosure --

13 MR. PHILLIPS: Oh, you're not?

14 MR. BOLZ: -- but we are in touch with the firm that
15 is.

16 MR. PHILLIPS: What firm is?

17 MR. BOLZ: I, off the top of my head, I can't
18 remember if it's Robertson Anschutz and Schneid or Shapiro
19 and Fishman, it's one of the two. But we are in direct touch
20 with them. Thank you. Yes, it's Robertson, Anschutz and
21 Schneid.

22 MR. LARSON: The -- what I'm concerned about is
23 also if that wall goes out, that seawall goes out and goes
24 into that canal, is that going to make that canal impassable
25 or is it going to tie those boats up? They can't --

1 MS. HALE: Yes.

2 MR. LARSON: -- for the other people? And then what
3 liability, your, it's going to add more liability to your
4 situation. So in regards to what's going down, I think
5 instead of making -- it would behoove you to make a business
6 decision to get on that canal and get it done before it costs
7 you a lot more money.

8 MR. BOLZ: Right, but you have to understand, we
9 have, we have insurance coverage to consider.

10 MR. LARSON: And I'm a former contractor so that's
11 why I put it that way. Because you're going to be on the
12 hook and you're going to have a lot more lawsuits if they
13 can't get in and out of that canal.

14 MR. BOLZ: No, and that's understood.

15 MR. PHILLIPS: Well, getting back to the insurance.
16 Let's assume there is no insurance. You put in force place
17 insurance and then during the litigation then it may or may
18 not cover it for -- suppose there is no insurance?

19 MR. BOLZ: Um-hm [affirmative].

20 MR. PHILLIPS: What's the bank going to do?

21 MR. CROGNALE: Mr. Chair?

22 CHAIR WEYMOUTH: Just a second, Joe.

23 MR. PHILLIPS: What's the bank going to do if
24 there's no insurance?

25 MR. BOLZ: If there's no insurance, that's, like I

1 said, they're going to have to make the decision of what the
2 value is and what it's going to cost to do the repairs and
3 make that business decision. But before they can make that
4 decision they need to need to know where insurance coverage
5 stands.

6 CHAIR WEYMOUTH: Joe?

7 MR. CROGNALE: Yes, in all due respect sir, this
8 conversation you have who's going to be responsible for the
9 repair, whether then the bank, who owns it or the insurance
10 company, to us that's immaterial because as I see it, it's
11 still an unsafe structure as of today, as of today.

12 All these other things to me are irrelevant because
13 we still have to get it fixed. It's an unsafe structure.

14 MR. BOLZ: I understand that, and I don't dispute
15 that [inaudible].

16 MR. CROGNALE: Us, we're an Unsafe Structure Board.

17 MR. BOLZ: The flipside of that is right, we are
18 not the owner at this point. The other thing that's
19 important here. We are, we have a loan on this property, we
20 have an interest in this property but we don't own it
21 outright at this point.

22 MR. CROGNALE: I understand that and I --

23 MR. BOLZ: And we're doing our steps through the
24 courts to get it to that. Right.

25 MR. CROGNALE: I appreciate that. But in any

1 event, it still today is an unsafe structure that needs
2 addressed today.

3 MR. BOLZ: I don't dispute that, right.

4 MR. PHILLIPS: I think Joe makes a great point.

5 CHAIR WEYMOUTH: Hang on, hang on a second.

6 MR. HOLLAND: Yes, I want to add to what Mr. Larson
7 offered, that you also have the risk of the adjacent
8 properties taking a physical decline from this derelict
9 property that could end up in more civil matters for you as
10 far as their situations. I want to make sure you can convey
11 that to your clients --

12 MR. BOLZ: Of course.

13 MR. HOLLAND: -- how this dominos left, right and
14 front.

15 CHAIR WEYMOUTH: Jack?

16 MR. PHILLIPS: Mr. Chairman?

17 CHAIR WEYMOUTH: And I think Joe's point is
18 excellent. And why is the bank and the mortgage and the
19 insurance and the -- why is that relevant? The only reason
20 it's relevant to me, if I really sensed that they're trying
21 to get it done and get title, and get the, and fix it, then
22 I'd say, alright, maybe that'll affect my decision on voting
23 for an order to demolish immediately.

24 If I saw there was some real progress, say, well,
25 you know what? For a month or two or three, the insurance

1 comes in, the bank has it, they'll come in and perhaps that
2 will be a good faith reason not to order immediate
3 demolition. That's why I was asking about those tangential
4 issues [inaudible]. Anyway, that's --

5 CHAIR WEYMOUTH: Alright, I don't know who called
6 the, this conference, if you will. But are you here looking
7 for something from this Board?

8 MR. BOLZ: I mean, what we would ask for is just a
9 little more time. I mean, I understand that may not be an
10 option at this point with the deterioration that's happened.
11 But if we can get more time, it might help to speed along an
12 insurance determination.

13 MS. HALE: No.

14 MR. LARSON: I wouldn't give him more than thirty
15 days.

16 MR. BOLZ: If we can put a deadline on when --

17 MS. HALE: Why would I give him thirty days?

18 MR. BOLZ: -- action is going to be taken and we
19 can convey that to our client.

20 MS. HALE: Sixty days, he hasn't done anything.

21 MR. BOLZ: That could speed things along from our
22 end. But again --

23 CHAIR WEYMOUTH: I'm not sure what the procedure is
24 because there's already been a final order issued and there'd
25 probably have to be whole 'nother hearing, I would assume.

1 But I have a feeling quite honestly that being that there's
2 been no progress, that you're not going to find a whole lot
3 of sympathetic people up here so --

4 MS. HALE: No.

5 MR. BOLZ: No, and I understand that. I just wanted
6 to let you know.

7 CHAIR WEYMOUTH: That's, it's --

8 MR. BOLZ: That's where we are; we have done what
9 we can.

10 CHAIR WEYMOUTH: It's a big boy game.

11 MR. BOLZ: Yes.

12 CHAIR WEYMOUTH: It's a big boy game, so. Are
13 there any other questions?

14 MR. JARRETT: I have a question for the inspector -
15 -

16 CHAIR WEYMOUTH: Okay.

17 MR. JARRETT: And then for Ginger, addressing what
18 you just brought up.

19 CHAIR WEYMOUTH: Okay. Thank you sir.

20 MR. BOLZ: Thank you. Thank you all.

21 CHAIR WEYMOUTH: Thornie, who do you want to talk
22 to first?

23 MR. JARRETT: The inspector first.

24 CHAIR WEYMOUTH: Hang on a second Ginger, he's got
25 a question --

1 MS. WALD: Oh, oh, it was for him.

2 MR. JARRETT: Just one --

3 MS. WALD: I thought I heard my name?

4 MR. JARRETT: I did, I did.

5 CHAIR WEYMOUTH: We like to close --

6 [People speaking over each other]

7 MR. JARRETT: I have a quick one for the inspector.

8 CHAIR WEYMOUTH: We figured you're going to want to
9 have to plug the Gators or something as a closing argument or
10 something. I'm trying to get it moved along.

11 MR. JARRETT: Just a quick question. This case is
12 the seawall. But you were over there the other day and you
13 saw an unsafe structure in the form of the deck. My question
14 is, did you write up anything on the deck when you were there
15 or after you were there?

16 INSPECTOR MASULA: No.

17 MR. JARRETT: No. But would you consider that an
18 unsafe structure also, addressing what the gentleman had said
19 earlier about people walking on the deck and possibly getting
20 hurt?

21 INSPECTOR MASULA: Sorry if it's not spelled out in
22 detail but my opinion, between the wood deck, the seawall,
23 the seawall cap, the dock, it's all under the same --

24 MR. JARRETT: Oh, so you --

25 MS. HALE: Did you include that?

1 MR. JARRETT: -- you believe that our order covers
2 the deck at this point?

3 INSPECTOR MASULA: In my opinion, yes.

4 MR. JARRETT: Because I just read seawall in the
5 paperwork.

6 MS. HALE: Yes.

7 MR. JARRETT: It is covered? Okay.

8 CHAIR WEYMOUTH: I think they're going to be hard-
9 pressed to fix that seawall without taking that deck out.

10 MR. JARRETT: Oh, absolutely. I just wonder if we
11 need to do the next step. Okay, thank you.

12 MS. WALD: I can answer that.

13 MR. JARRETT: And I have a question for Ginger.

14 MS. WALD: I'm going to answer your question in
15 regards to the seawall too.

16 MR. JARRETT: Okay, okay.

17 MS. WALD: Legally, that was the only matter that
18 was brought forward would be the seawall. Now, that being
19 said -- and as I said before I'm not a contractor or an
20 engineer -- but that being said, if it requires to do the
21 securing and the repairing of the seawall and it's going to
22 also take into effect the dock that you saw -- which you
23 folks would know before me -- and also -- yes, right there --
24 and the decking, then obviously that's going to be part of
25 it.

1 But the main part is that, the sliding and the
2 seawall. That was the original case was brought to you and
3 you made the original finding of fact and did the order. And
4 then go ahead, what's your question thereafter?

5 MR. JARRETT: And, my question, Ginger, is, you
6 know, before this Board for years we've had these foreclosure
7 cases and they just drag on forever and I'm sure the
8 neighbors don't want to go through this dragging on forever.

9 MS. WALD: Um-hm [affirmative].

10 MR. JARRETT: What is the next step here? If the
11 bank never takes possession of it in a reasonable period of
12 time, the first thing that comes to mind to me is could we
13 just order demolition of the seawall, the deck and all that
14 and how would that affect the adjoining properties? And I'm
15 not an expert at that, but maybe Joe Holland could like
16 address that.

17 CHAIR WEYMOUTH: But if you demolish the seawall
18 that you've got to build it back and now you're starting to -
19 -

20 MR. JARRETT: Well that's what I'm asking, is
21 there some retention on the -- on the adjoining properties
22 that would like --

23 MR. HOLLAND: Yes there's -- it varies from state
24 to state. I'm sure there's adequate law in there to protect
25 those -- you have an obligation to protect those properties.

1 It's the one with the feedback so I'll try and talk loud.

2 MS. PRYOR: Alright.

3 MR. HOLLAND: But I think it, what's probably going
4 to happen is, as unfortunate as it is, City may have to
5 repair the wall at the City's expense by default to protect
6 the public safety and the integrity of the canal and the
7 adjacent properties and they're going to have to get relief
8 through the liens and the sale of the property.

9 MS. HALE: Sale.

10 MR. HOLLAND: Sometimes, this City's going to have
11 to make the judgment whether they're going to do that for the
12 public good. I think that's what municipalities are for
13 primarily, the public welfare. So outside of any other ideas
14 I think that's the path it's going to have to take.

15 And we have that in most all our cases when we have
16 a finding in place for demolition the City's got discretion
17 to look at its resources on whether it takes that building
18 down now or later in hurricane season so I trust the City's
19 judgment on when's the right time to move in and take over on
20 this and get relief somehow through the legal system if
21 that's possible.

22 MR. LARSON: Mr. Chairman?

23 CHAIR WEYMOUTH: Yes sir.

24 MR. LARSON: The thing is that I, going with what
25 Jack and the other lawyer, Henry went by, is, I'm concerned

1 with the fact that we're looking at a minimum of ninety to a
2 hundred and twenty days before going to be able to get in and
3 do anything pretty much.

4 And I think the City or somebody's going to have to
5 step in because you do have a liability problem if there's
6 three kids in that house from my understanding. And they're
7 running around out there and there's no, no protection for
8 those kids.

9 And I've checked into it with, someone that, well,
10 it happened to be my daughter to be honest with you, she
11 works with foster care and stuff like that. And she, they
12 can't step in and do anything at this point because, there's,
13 they've not been notified. But even then, they're very
14 limited in what they can do to protect them.

15 As I'm concerned, and I want to do something and I
16 want to do it now. I don't want to wait for another three
17 months and I don't wait for another six months when somebody
18 can go in and shore that thing up and get it done.

19 MR. CROGNALE: Mr. Chair?

20 CHAIR WEYMOUTH: That's my only question Ginger is,
21 I mean, if this were a building with a collapsing second
22 floor and there were people still living in it, the Fire
23 Department, the Chief Building Official, the Chief of Police,
24 somebody can go in there and evict and can get these people
25 out of here. Is that, obviously that's outside of --

1 MS. WALD: It's outside the scope of this Board.

2 CHAIR WEYMOUTH: Right, but --

3 MS. WALD: And I can answer as to that. There are
4 certain provisions of the Florida Building Code that the
5 Building Official has. It's not as to this case in dealing
6 with this seawall. That would have to be investigated, they
7 would have to make that determination beyond that. Because
8 that doesn't necessarily make the structure that they're
9 living in unsafe. And this is --

10 CHAIR WEYMOUTH: No, I agree, but I think you're
11 also hearing from this Board that there's a conscience up
12 here that's concerned with those kids in there that have
13 idiots for parents.

14 MS. WALD: Yes. And unfortunately in today's
15 society there's a lot of those. But in that regard, yes, and
16 then there's also the child protection and concern. And all
17 of those, you know, can be explored. But as to this Board,
18 you don't have the authority.

19 CHAIR WEYMOUTH: No, I understand that, it's just
20 more of a curiosity thing. Joe?

21 MS. WALD: Yes.

22 MR. CROGNALE: Yes, I prefer Mr. Masula, Inspector
23 Masula. Hi Inspector Masula.

24 INSPECTOR MASULA: Yes sir.

25 MR. CROGNALE: In your opinion, for the record, as

1 it stands today, is the property unsafe as it's shown? Your
2 opinion?

3 INSPECTOR MASULA: The back half of this property,
4 yes.

5 MR. CROGNALE: Has there been any change in your
6 opinion since we first visited this same situation months
7 ago?

8 INSPECTOR MASULA: I would imagine with the tide
9 changes, every single day you have a little more per se
10 chipping away of the foundation, the dirt under that wooden
11 deck.

12 MR. CROGNALE: So, in your opinion it's not
13 improved, it is deteriorated since we first visited this
14 situation.

15 INSPECTOR MASULA: I believe so, but let me also
16 clarify that -- I'm not sure how far in detail I should go
17 into this -- again, when I was there on Monday, it was the
18 first time I met the people that are living in that house.
19 And contrary to what I've been told or different rumors in my
20 office, I was kind of surprised what these people told me and
21 how cooperative and concerned they are.

22 So yes, when I got to the back of the property I
23 actually might have been hanging on that wood deck. I got on
24 the inside of the seawall to take the pictures that I took
25 that you can see the soil, the way it's sloped and the way it

1 has continued to erode. Ballpark, it's probably eroded about
2 fifty percent of the depth into that wooden deck area.

3 MR. CROGNALE: Okay. So in your observation it's
4 not improving, it's deteriorating more than we first, when we
5 first visited.

6 INSPECTOR MASULA: Yes sir.

7 MR. CROGNALE: Okay, that's just, that was the
8 answer to my question. Thank you very much.

9 INSPECTOR MASULA: Okay.

10 CHAIR WEYMOUTH: Thank you.

11 MS. HALE: Could I just ask you a question?

12 INSPECTOR MASULA: Sure.

13 MS. HALE: Somebody said that they could see the
14 foundation of the swimming pool. If you were hanging on the
15 deck, did you see any of the, has it eroded far enough that
16 you could see the foundation of the swimming pool?

17 INSPECTOR MASULA: I had my head, basically, under
18 that wooden deck.

19 MS. HALE: Yes.

20 INSPECTOR MASULA: And the soil is still in place
21 up 'til, up to the swimming pool shell. Honestly no, I could
22 not see the swimming pool shell exposed.

23 MS. HALE: But you knew you were at, you knew the
24 soil was at the pool shell?

25 INSPECTOR MASULA: I believe the soil has eroded

1 about fifty percent of the depth --

2 MS. HALE: Okay.

3 INSPECTOR MASULA: -- of the width going back from
4 the seawall towards the swimming pool. About fifty percent
5 of the soil underneath there has eroded. I think I got a
6 pretty good picture there, if we can bring --

7 MS. HALE: You --

8 MR. PHILLIPS: Mr. Masula, does it look like --
9 right there, the picture --

10 MS. HALE: Yes.

11 MR. PHILLIPS: -- the concrete tie beam seawall is
12 bending out a little bit --

13 INSPECTOR MASULA: Yes.

14 MR. PHILLIPS: Has that changed in the last couple
15 months, do you know?

16 INSPECTOR MASULA: I can't give you a straight
17 answer. It definitely hasn't got upright. It's continued to
18 lean. And I would imagine it's only --

19 MR. PHILLIPS: I guess the main concern is whether
20 that's going to fall into the canal.

21 MR. LARSON: That's the main concern.

22 MR. PHILLIPS: That's the main issue. What happens
23 behind the house, that's conjecture. They can put back fill
24 in, they can do this, but the Board's real concern I think is
25 whether or not that broken seawall is deteriorating rapidly

1 to fall into the canal. And to the extent that it's not,
2 maybe a couple months from the bank would be able to resolve
3 it. But, do you know anything to tell us about the
4 measurements on the seawall over the last month or two?

5 INSPECTOR MASULA: Well sir, I'm not an engineer,
6 I'm not a forensic.

7 MR. PHILLIPS: Okay.

8 INSPECTOR MASULA: My understanding that the damage
9 has taken place this has taken a course of over two years to
10 where it is today. At some point, in my opinion, yes, it has
11 the potential to totally fall into the water.

12 MR. PHILLIPS: Okay.

13 MR. LARSON: Mr. Chairman?

14 CHAIR WEYMOUTH: Is the pool full and swimmable?

15 INSPECTOR MASULA: Yes sir.

16 MR. LARSON: Mr. Chairman? I don't see any tie
17 beams going back from the seawall back into the, underneath
18 there. Did you see any?

19 INSPECTOR MASULA: Which I refer to as deadmen tie
20 backs?

21 MR. LARSON: Yes.

22 INSPECTOR MASULA: No, I didn't see any.

23 MR. LARSON: Because I don't see any on the
24 pictures in there and that's --

25 INSPECTOR MASULA: That's where I think it's --

1 that's where I think it's totally broken free and it's kind
2 of just there on its own weight.

3 MR. LARSON: Right, right.

4 MS. WALD: Yes, leave it right there.

5 CHAIR WEYMOUTH: Okay. Any other questions?

6 MR. LARSON: I'm going to make that motion.

7 MS. WALD: Introduce yourself.

8 MS. HALE: Tell them who you are.

9 CHAIR WEYMOUTH: Some of us know who he is.

10 MR. MADDEN: Hi, my name is John Madden, I'm the
11 Chief Building Inspector and Interim Building Official. This
12 is, today was the first time I've seen these pictures. In my
13 opinion, I have an obligation here and that is first and
14 foremost for the life and safety of the people that may be
15 living there, anyone on the property or anyone in the canal.

16 And in my opinion, I think this should be shored up
17 and secured for any further collapse or possibility of
18 collapse. Whether it blocks the canal or inhibits someone
19 from using the canal or the aesthetics, I think that's a moot
20 issue. However, I think there's an obligation here --
21 whether it's a business decision or not -- is to make sure
22 that we don't have a kayaker or some child in this area that
23 -- curiosity as they say, kills the cat -- we don't want that
24 to happen.

25 So as the acting or Interim Building Official and

1 Chief, as I leave today I will send an e-mail to my
2 supervisors and ask them that we do something to secure this
3 and prevent any life and safety issues. Okay.

4 CHAIR WEYMOUTH: Alright. Thank you Mr. Madden.

5 MR. CROGNALE: Mr. Madden, one quick question.

6 MR. MADDEN: Yes sir.

7 MR. CROGNALE: Who do you, in your opinion, feels
8 that that the responsibility of the additional shoring of it
9 to make it as safe as possible that it further doesn't
10 deteriorate, in your opinion, who would be responsible?

11 MR. MADDEN: Who would be responsible to do that?

12 MR. CROGNALE: Um-hm [affirmative].

13 MR. MADDEN: Um, that would be a question for
14 Ginger.

15 MS. WALD: Wait, do you mean legally responsible?

16 MR. CROGNALE: Yes. Responsible for --

17 CHAIR WEYMOUTH: The homeowner.

18 MS. WALD: You've already made that decision.

19 MR. CROGNALE: -- for doing this.

20 MR. MADDEN: Yes, to actually physically do this?

21 That would not be --

22 MS. WALD: No, no, no. Ginger Wald, Assistant City
23 Attorney. Legally responsible? You've already made that
24 decision. You did that in your original order, where you
25 ordered the homeowner to do it.

1 CHAIR WEYMOUTH: Right.

2 MS. WALD: Failing to do so, is the City. Right
3 now, it's already in the City's lap. The City can move
4 forward pursuant to your order. There's nothing to stop
5 that. Today was a status conference, provide the
6 information. There was some information in my conversations
7 with Mr. Bolz and also the pleadings that were filed by Mr.
8 Bolz in the foreclosure matter to give him the opportunity to
9 go ahead and inspect and hopefully move forward. That didn't
10 move as quickly as, obviously this Board wanted or the City
11 wanted. But right now the City can go ahead and move forward
12 legally.

13 MR. CROGNALE: But Mr. Madden has made us a
14 recommendation that it could be shored up to make it safer
15 than it is now. At that point, who would be responsible if
16 that's correct, to shore it up?

17 MR. MADDEN: Once again, I don't believe that's my
18 decision to make for my opinion to give. My opinion is the
19 fact that it needs to be done.

20 MR. CROGNALE: Okay.

21 MR. MADDEN: So, I hope that answer your questions
22 as best as I can.

23 MR. CROGNALE: Okay.

24 MR. LARSON: Mr. Madden?

25 MR. MADDEN: Yes sir.

1 MR. LARSON: Can we make a motion to have the City
2 go in and shore it up and pass off --

3 MS. WALD: You already --

4 MS. HALE: We already have.

5 CHAIR WEYMOUTH: That's all been done.

6 MR. HOLLAND: It's in place.

7 MR. LARSON: Then what are we waiting for?

8 CHAIR WEYMOUTH: This is just a status conference.
9 Oh, and you're waiting for thirty days.

10 MR. LARSON: Okay.

11 MS. HALE: They passed.

12 MR. LARSON: Can you do that? At the end of the,
13 it's not very far from thirty days, I don't think.

14 MS. WALD: No, that time period has already passed.

15 MR. HOLLAND: Right.

16 MR. LARSON: So --

17 MR. MADDEN: As I said I'm going to follow up with
18 an e-mail as soon as --

19 MR. LARSON: You can go in and do that and shore it
20 up for the safety of the community.

21 MR. MADDEN: I'm going to write an e-mail to my
22 supervisors and let them know what my opinion is based on the
23 evidence that was shown here in today's pictures that I think
24 time is of the essence to do this and whether it's a business
25 decision or not that's irrelevant.

1 MR. LARSON: No.

2 MR. MADDEN: We need to make sure that we prevent
3 further erosion because sometimes there's pockets behind
4 those areas where --

5 MR. LARSON: I know that; we just went through
6 that.

7 MR. MADDEN: -- you have sod, and alls we need is
8 someone to walk in that pocket and then --

9 CHAIR WEYMOUTH: Trigger it.

10 MR. MADDEN: And I don't believe anyone in this
11 room wants that to happen, so.

12 MS. HALE: No.

13 CHAIR WEYMOUTH: Right, right

14 MR. JARRETT: I have one more question.

15 MR. MADDEN: Yes sir.

16 MR. JARRETT: You can't run off yet.

17 MS. WALD: Stand up there --

18 MR. JARRETT: You've said, yes --

19 MR. MADDEN: I should have --

20 MR. JARRETT: -- the new guy, the new guy, we'll
21 put it to him.

22 MR. MADDEN: Okay.

23 MR. JARRETT: The shoring, you mentioned shoring.

24 MR. MADDEN: Yes sir.

25 MR. JARRETT: But I'm also concerned about the

1 issue of child safety.

2 MR. MADDEN: Yes.

3 MR. JARRETT: Especially with the people there.

4 MR. MADDEN: Sure.

5 MR. JARRETT: Can you request in your shoring also
6 some barricading?

7 MR. MADDEN: Absolutely, yes, that would be a part
8 of it as well.

9 MR. JARRETT: So that this could, like, prevent
10 anyone from entering that area?

11 MR. MADDEN: Absolutely, yes.

12 MR. JARRETT: Okay.

13 MR. MADDEN: Yes.

14 MR. JARRETT: Okay.

15 MR. MADDEN: We've done that. And something like
16 this, shoring it, the Building Code allows for the owners
17 under, an order or whatever it may be, from someone from the
18 Building Department to say, hey look, you know, let's get all
19 the paperwork in line, come to our office tomorrow morning.
20 But in the meantime, let's get this thing taken care of and
21 we'll resolve it and then tomorrow we'll deal with the
22 paperwork issues.

23 MR. JARRETT: Okay. Thank you.

24 MR. PHILLIPS: Can you do an emergency order,
25 kicking them out and cutting off the electric -- get them out

1 of the place?

2 MR. MADDEN: Well I don't believe, you know I,
3 based on --

4 MR. PHILLIPS: These people are squatters; they're
5 not paying rent. They're just freebies, they have no bona
6 fide claim to this. They're not, obviously, why don't you
7 use your discretion --

8 MS. WALD: I don't think --

9 MR. MADDEN: Yes, I --

10 MR. PHILLIPS: -- why don't you use your discretion
11 and just kick them out? [inaudible]

12 MR. MADDEN: Yes, I --

13 MR. PHILLIPS: Can't you, as the Building Official,
14 do that for real life safety?

15 MR. MADDEN: Well, in my opinion, I don't believe
16 that constitutes a life safety issue. Whether they're
17 squatters or not squatters. I'm more concerned with the
18 pictures that I see and what it tells me based on those
19 pictures. And I think my responsibility in the position that
20 I'm in --

21 MR. PHILLIPS: I mean, it's almost like a sinkhole
22 situation. People have sinkholes [inaudible].

23 MR. MADDEN: Exactly, and that's why I say we need
24 to shore it up to prevent further erosion.

25 MR. PHILLIPS: Maybe Akerman can see if there's

1 sinkhole coverage. I don't know. But why couldn't you just
2 tell them to get out? Cut off the electric and get them out?

3 MR. MADDEN: Um --

4 MR. PHILLIPS: That would really -- and then put a
5 fence around the whole property.

6 MR. MADDEN: Yes, yes. I don't believe --

7 MR. PHILLIPS: Could you imagine trying to go in
8 and shore this up with little kids watching them pile drive?
9 I mean --

10 MR. MADDEN: well you certainly, in a construction
11 site you have --

12 MR. LARSON: The pile drivers come off the water
13 Jack, they went be on that.

14 MR. MADDEN: -- you have barriers and, you know --

15 MR. PHILLIPS: But have you considered just getting
16 everyone out of there and --

17 MR. MADDEN: I've considered it based on the
18 pictures that I see here and I don't believe that falls into
19 the scope of my obligations.

20 MR. LARSON: No, it doesn't. No, it doesn't.

21 MR. MADDEN: In this situation.

22 MR. LARSON: As long as you put your barricade up
23 where they can't get out and use those facilities over there
24 --

25 MR. MADDEN: Yes sir.

1 MR. LARSON: -- and you go in and shore it up and
2 then give the gentleman back there time to get some stuff
3 through the courts and then they can take over and all,
4 anything, any financial expense that the City is cost us,
5 pass it on to the bank.

6 MR. MADDEN: Yes sir.

7 MR. LARSON: Because they're eventually going to
8 wind up with it.

9 MR. MADDEN: Someone will.

10 CHAIR WEYMOUTH: Alright. That will conclude our
11 status conference. A couple of housekeeping items, one, we
12 need to approve the minutes from last month's meeting.

13 INDEX

14 **COMMUNICATION TO THE CITY COMMISSION**

15 MS. PRYOR: Communication to the Commission?

16 CHAIR WEYMOUTH: That was the second thing.

17 MR. LARSON: Just keep the barricades up.

18 MS. PRYOR: Keep the barricades up.

19 MR. CROGNALE: [inaudible]

20

21 **Other Items and Announcements**

INDEX

22 MR. JARRETT: Can I ask about something before we
23 get into this?

24 CHAIR WEYMOUTH: We've got some new business.

25 MS. PRYOR: New business?

1 MR. JARRETT: Are we going to ask for another
2 status conference?

3 CHAIR WEYMOUTH: On this?

4 MR. JARRETT: Um-hm [affirmative].

5 CHAIR WEYMOUTH: I don't think we asked for it, did
6 we?

7 MS. WALD: No, you did not.

8 MR. JARRETT: Okay.

9 MR. LARSON: No.

10 MR. JARRETT: Are we going to get one?

11 MR. PHILLIPS: Who did?

12 CHAIR WEYMOUTH: Specifically on this case? Is
13 this a new wave of things that we're doing is doing status
14 conferences?

15 MS. WALD: I mean, if you want it you can have it.

16 MR. JARRETT: Well, it's a unique case.

17 MS. WALD: This was a unique case, I would agree
18 with that.

19 MR. JARRETT: Yes.

20 MS. WALD: It's not your typical case. And if you
21 want one, you can make that request. Or you could just be
22 provided --

23 CHAIR WEYMOUTH: Well, we've had two in two months
24 so I was just curious whether this is a trend.

25 MS. WALD: Well, the other ones were a little

1 different -- I might as well get up so everyone can semi-hear
2 me.

3 CHAIR WEYMOUTH: Very good. This meeting's
4 adjourned. Thank you everyone.

5

6

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FOR THE GOOD OF THE CITY

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None.

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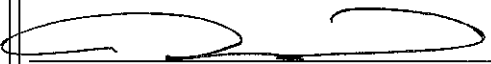
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[Meeting concluded at 3:40 p.m.]

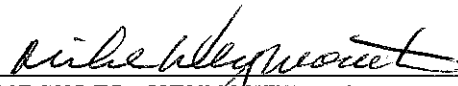
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BOARD CLERK

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MICHAEL WEYMOUTH, CHAIR

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[Minutes prepared by: J. Opperlee, Prototype, Inc.]

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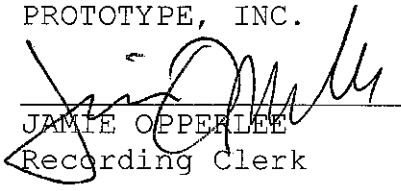
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CERTIFICATION

I hereby certify that I have recorded and transcribed the City of Fort Lauderdale Unsafe Structures Board meeting held March 20, 2014, at 3:00 p.m., City Hall, 100 North Andrews Avenue, 1st Floor Commission Chambers, Fort Lauderdale, Florida.

Dated at Ft. Lauderdale, Broward County, Florida, this 17 day of April, 2014.

PROTOTYPE, INC.



JAMIE OPPERLEE
Recording Clerk

SWORN TO and SUBSCRIBED before me by JAMIE OPPERLEE who is personally known to me and who signed the foregoing for the purposes therein expressed.

DATED this 17th day of APRIL, 2014.



D.J. GROSSFELD
MY COMMISSION # EE 065058
EXPIRES: April 26, 2015
Bonded Thru Budget Notary Services


NOTARY PUBLIC
State of Florida